

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
www.purchasing.utah.gov

Invitation to BidSolicitation Number: **FV6917**Due Date: **03/01/06 at 5:00pm**

Date Sent: February 2, 2006

State Cooperative Contract

Goods and services to be purchased: **COOPERATIVE CONTRACT FOR JANITORIAL CLEANING CHEMICAL PRODUCTS / PORTION CONTROL SYSTEMS.**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u> The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
State of Utah Division of Purchasing Approval		Date	Contract Number
Douglas G. Richins, Director			

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: FV6917

Due Date: 03/01/06

Vendor Name:

The State of Utah, Division of Purchasing & General Services is soliciting competitive bids through an Invitation to Bid (ITB) to secure a contract for the purchase of Janitorial Cleaning Chemical Products / Portion Control Systems, per the attached specifications.

COMMODITY CODE(S): 48512, 48513, 48516, 48518, 48526, 48528, 48537, 48540.

ANY QUESTIONS CONTACT FRANK VOLK AT 801-538-3707.

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted under "Vendor Info" at www.purchasing.utah.gov. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Oct 2005 - ITB Instructions)

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to

the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting

the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any

official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. Additional State Terms and Conditions; 3. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 7/5/2005

**State Cooperative Contract – Janitorial Cleaning Chemical Products / Portion
Control Systems
Specifications, Terms and Conditions
Bid # FV6917**

I. GENERAL INFORMATION

1. INTRODUCTION:

The State of Utah, Division of Purchasing & General Services is requesting bids for the future purchases of Janitorial Cleaning Chemical Products / Portion Control Systems. All specifications and instructions are in addition to the Standard Terms and Conditions (attached).

2. PURPOSE:

The purpose of this Invitation to Bid (herein ITB) is to establish a state cooperative contract for the use of all State of Utah agencies and its political subdivisions (i.e. colleges, school districts, counties, cities, etc.). This solicitation will result in the award of multiple contracts.

State agencies with requirements that are not met by the contracts resulting from this ITB will meet their needs through the competitive solicitation process on an as-needed basis.

3. PROCUREMENT MANAGER (ALSO CONTRACT MANAGER):

The Procurement Manager (and subsequent Contract Manager) designated by the State of Utah, Division of Purchasing & General Services is:

Frank Volk
State of Utah
Division of Purchasing & General Services
Room 3150 State Office Building, Capitol Hill
Salt Lake City UT 84114-1061
fvolk@utah.gov
Voice: (801) 538-3707 Fax: (801) 538-3882

4. RELEVANT WEBSITE:

The website for the State of Utah, Division of Purchasing & General Services, which includes procurement related information for the State of Utah, and all current solicitations, with each complete solicitation and any addenda, in PDF format is: <http://www.purchasing.utah.gov> This site will also host the contract information for the contract that results from this ITB.

5. BID DUE DATE, TIME AND LOCATION:

One (1) hard copy of bid is due Wednesday, March 1, 2006 by 5:00pm and must be received at the following location:

State of Utah
Division of Purchasing & General Services
Room 3150, State Office Building, Capitol Hill
Salt Lake City UT 84114-1061

Late bids will not be considered. Bids will not be accepted via fax.

If you plan to hand deliver your bid, please note: Due to construction on Capitol Hill, it is difficult to get into the building and into the Purchasing Office. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. Please allow sufficient time.

Bid must be sealed and labeled on the outside of the package to clearly indicate the bid number, due date and time.

Bidders may submit bid any time prior to the above stated deadline. The formal bid opening will be held in the Division of Purchasing conference room at 5:00 p.m. Bidders are invited to attend, but attendance is not required.

6. HISTORICAL USAGE DATA:

The total volume in the last year was \$750,000. This volume is from State Agencies and Political Subdivisions such as cities and counties. This dollar volume is not a guarantee of future volume performance.

7. GOVERNING LAWS AND REGULATIONS:

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available at the Internet website for the State of Utah's Division of Purchasing & General Services (see item 4 for address).

8. ONLINE CATALOGS AND ONLINE ORDERING:

The state would like to have online catalogs and online ordering available for use by its agencies and political subdivisions. If any bidder currently has online catalogs and the ability to order online or is in the process of developing an online catalog/ordering system, please note this on your bid.

II. AWARD OF CONTRACT AND CONTRACT TERMS

1. AWARD OF CONTRACT:

Multiple contracts may be awarded to the lowest bidding responsive and responsible bidder(s) and awards may be made on a regional basis. The state reserves the right to cancel any contract awarded as a result of this solicitation when it is in the best interest of the state. The state intends to award product catalogs or portions of product catalogs that meet the specifications contained in this bid. The state may also award to green seal certified products within any of the desired types of dispensing systems listed in Section III.

2. CONTRACT TERM:

The contract term is two (2) years. Contracts are renewable, at the State's option, on an annual basis, up to a maximum of three total renewal years (contract potential is five years, including all renewal options).

3. PRICE ESCALATION CLAUSE:

The state will maintain price increases and price decreases thru a defined price escalation clause for the life of the contract.

The Producers Price Index (PPI) Commodity Data for **Specialty Cleaning, Polish, and Sanitation Products, commodity index number 0672** is the preferred index. This Index can be found at: www.bls.gov/news.release/ppi.toc.htm The index will not be seasonally adjusted and it is the state's intent to only use a single Producers Price Index Commodity Code. If this Commodity Code is deleted or discontinued by the Bureau of Labor Statistics, at anytime in the future, an alternate code will be chosen by the State of Utah with the agreement of the awarded vendor. If there is a more relevant index or index number, that information should be returned with your bid.

If you are a distributor and are bidding a manufacturer's product, you must be sure the manufacturer will comply with this clause.

Base Price

The base price for each item will be manufacturer list price less the discount listed on the bid sheet. That will be referred to as the "Base Price" of each item. This Base Price will be tied to the preliminary February PPI data for the agreed upon commodity code or codes, which is due out by February 18th, 2006.

Price Guarantee Period

The base price must be guaranteed until September 2006. This will allow the 2nd trimester of 2006 to expire and allow the preliminary PPI data for August to be published.

Time Frame for Price Increases or Decreases

Price changes may be submitted on a trimester basis as follows:

After September 18th using August's PPI data
After January 18th using December's PPI data
After May 18th using April's PPI data

The state will expect to take any price decreases on those dates during each year of the contract. Any price increases will be reviewed if the awarded vendor requests a price increase. The awarded vendor must show proper documentation of the price increase not exceeding the increase in the PPI data using the formula listed below. It is expected that thru normal operations that the awarded vendor will obtain efficiencies in their operations (examples include production, transportation and delivery). These efficiencies will need to be demonstrated and should help offset any price increases that may be requested.

If the state feels these efficiencies are not being passed on to the state, it may at its option cancel the contract.

Calculation of Price Changes

The calculation for price changes will be done by using the simple percentage method. In using this method, the base price is changed on each item by the same percentage as the percentage change for the selected price index. Here is an example.

Escalation Factor = (Index at time of calculation) / (Index at time contract prices were set)

Index at price adjustment	115.0
Divided by index when bid price (base price) was set	110.0
Escalation Factor = (115.0/110.0)	1.050

This same example works in a De-Escalation situation

This calculation indicates that the contract price should be increased by 5% on each item listed on the contract

The new base number (115.0) will be used in the next price escalation/de-escalation trimester period.

Responsibility of Price Notifications

It will be the responsibility of the awarded vendor to notify the state of any price increase requests. This must be done within 30 days after the preliminary PPI data for that last month in each trimester is published on the internet.

Written notice of any increases must be received by the State Purchasing Agent at least 30 days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the State Director of Purchasing and General Services.

Price decreases can be triggered by the awarded vendor or by the state.

4. CANCELLATION OF PROCUREMENT:

This bid may be canceled at any time when the State of Utah, Division of Purchasing & General Services determines such action to be in the best interest of the State.

5. RIGHT TO PUBLISH:

Throughout the duration of this procurement process and contract term, potential contractors, and subsequently contractors must secure from the contract manager prior approval to release any information that pertains to the potential work or activities covered by this procurement or contracts. Failure to adhere to this requirement may result in disqualification of the vendor's bid or termination of the contract for cause.

6. MANDATORY USAGE REPORT REQUIREMENT (Attachment A):

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. Consequently, the contractor will be required to provide quarterly usage reports to the Division of Purchasing. All reports must be submitted, using our template, in electronic format via e-mail to both the contract manager and to salesreports@utah.gov.

After contract award, you will be provided by e-mail an **Excel** spreadsheet template that includes instructions, sample data and all information that must be provided.

Quarterly Report Submission

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.

Quarter #2: October 1 through December 31, due annually by January 30.

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Bidders shall identify below the name of the individual responsible for preparation of the mandatory usage reports:

NAME:	
MAILING ADDRESS:	
TELEPHONE #:	
FAX NUMBER:	
EMAIL ADDRESS:	

III. SPECIFICATIONS AND REQUIREMENTS

Janitorial Cleaning Chemical Products / Portion Control Systems

A. General Requirements

1. It is the intent of the state to award to multiple bidders which meet the specifications listed in this bid. The state intends to make awards based on different types of products which it feels it needs to cover the wide variety of needs (listed below). The following list may include actual manufacturer names of products but it is not the intent to restrict bidding to only those products. They are used to identify the type of dispensing system needed and should be understood to also mean "or equal"

Types of dispensing systems needed

a) Pre-Portioned Pack System (to meet the following specifications)

If equipment is needed to use this system, it must be provided to any state agency and political subdivision at no additional cost.

Operating instructions for use must be labeled on any equipment.

It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.

It is recommended that any labels have both English and Spanish on the same label.

b) Ready to Dispense Product System (to meet the following specifications)

If equipment is needed to use this system, it must be provided to any state agency and political subdivision at no additional cost.

Operating instructions for use must be labeled on any equipment.

It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.

It is recommended that any labels have both English and Spanish on the same label.

c) Compulend Type System (base chemicals) (to meet the following specifications)

Must be equipped with backflow preventers to conform to local building and plumbing codes.

Must include storage rack for dispensing/dilution containers with spouts and be capable of filling spray bottles and mop buckets.

Vendor to install units, supply connecting hoses and "Y" connectors if needed.

During the contract period all maintenance on and repair of dispensing system is to be provided by the vendor including routine dilution ratio maintenance.
Must be provided to any state agency and political subdivision at no additional cost.
Operating instructions for use must be labeled on equipment.
It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.
Labels must have both English and Spanish on the same label.

d) Chemical Portion Control Dispensing System (to meet the following specifications)

Must be equipped with backflow preventers to conform to local building and plumbing codes.
Must work without electricity or air pressure.
Must include storage rack for dispensing/dilution containers with spouts and be capable of filling spray bottles and mop buckets.
Vendor to install units, supply connecting hoses and "Y" connectors if needed.
During the contract period all maintenance on and repair of dispensing system is to be provided by the vendor including routine dilution ratio maintenance.
Must be provided to any state agency and political subdivision at no additional cost.
Operating instructions for use must be labeled on equipment.
It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.
Labels must have both English and Spanish on the same label.

e) Standard mix and measure (to meet the following specifications)

Operating instructions for use must be labeled if applicable.
It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.
It is recommended that any labels have both English and Spanish on the same label.
Easy to dispense container.

f) Ready to use (to meet the following specifications)

Operating instructions for use must be labeled if applicable.
It is recommended that any product, container label, secondary labels, and wall chart labels be color coded to match for each specific product.
It is recommended that any labels have both English and Spanish on the same label.
Easy to dispense container.

2. Products must include Material Safety Data Sheets (MSDS) for all facilities that use the product for both concentrate and diluted products at **the dilution ratio you state in your bid**. Products must also have OSHA approved matching labels for all dispensers and spray bottles.
3. All products must have all Federal, State and Local appropriate approval ratings including but not limited to the USDA, OSHA, FHSA and the EPA. Products available for food service must also include but not be limited to the following requirements: have a USDA rating of C-1 or higher. Germicidal or Disinfectant products for use in hospitals must also include but not limited to the following requirements: must be registered with the EPA.
4. Products listed as Green Seal Certified must be noted on the various bid Attachment C's.
5. Products quoted must be available within 48hrs of receipt of order unless otherwise noted on their bid.
6. Product liability insurance is required for the products and chemical dispensing systems being submitted.
7. Provide information on the product self life on each the non-diluted products listed on the bid Attachment C's.

B. Bidder Requirements

1. All bidders must be a manufacturer or a manufacturer's authorized distributor. The bidder (if you are also the manufacturer) is to list any distributors that their product is available through at the price quoted on their bid. Be sure to include the Distributors name, address, phone numbers, fax number, contact name, their payment terms, website, email address, delivery terms (if other than free freight), and what Utah counties that they cannot distribute to. This should be done on Attachment B. If the bidder is a distributor, they are to list any Utah counties that they cannot distribute to on Attachment B.
2. Distributors may bid several different manufacturers products but this must be done as a separate bid per manufacturer.
3. Bidders must complete and return with their bid all required attachments contained herein:
1) Attachment B, 2) Various Attachment C's, along with the manufacturer's published price list, 3) MSDS sheets on all products listed on the Various Attachment C's with the dilution ratio identified on the bid, 4) and Various Attachment D's (one attachment D for each of the Chemical Dispensing Types bid using the Various Attachment C's , bids not including these attachments are subject to being rejected.

C. Pricing

1. Price of Chemicals shall be a percentage (%) off from the manufacture's published price list. The **manufacture's published price list must be included in the bid.** The percentage off shall be listed on the Various Attachment C's. The state at its option may award only parts of a manufacturer's catalog based upon the criteria in this bid.
2. All items quoted on the Various Attachment C's must reflect the same pricing discount as mentioned in #1 above.
3. The items listed on the Various Attachment C's are for bidding purposes only. Each item on the Various Attachment C's must be computed to the cost per usable oz. Please include with your bid a list of products available with your chemical dispensing system. This list should be in the same format as the Various Attachment C's. Also include this list in Excel submitted in an electronic format (options to include a 3 ½ Floppy Diskette, Zip Disk, CD, or Jump Drive). Contact Frank Volk at State Purchasing if you would like the blank Excel spreadsheet emailed to you. Email at fvolk@utah.gov or call 801-538-3707.
4. Pricing is to be FOB destination to any Utah location unless otherwise noted in your bid.
5. The state and political subdivisions will not accept any additional charges from awarded contractors or third party delivery companies. These include but are not limited to MSDS sheets, pallet charges, fuel surcharges or any other delivery fees. If any charges are incurred from a third party delivery company, those fees will be paid by the awarded contractors. All fees must be reflected in the bid prices. Any violation of this will result in the state canceling any contract awarded through this solicitation.
6. Pricing is to include an initial evaluation of the facility, a written recommendation of the best suited system and products, a written estimate of product usage and a follow-up comparison to actual usage to determine if product and equipment is working as intended.
7. Pricing to include on-site trouble shooting of cleaning problems.
8. Pricing is to include adequate training, for proper use, of all employees using the systems and products. Complete an Attachment D to explain your training process. A separate Attachment D is required for Each Attachment C submitted.

9. Pricing is to include Chemical dispensing equipment and maintenance/repair/replacement of that equipment.
10. Pricing is to include secondary product labels, MSDS pages, operating instructions, wall charts, etc. as needed.

D. Manufacturing Process

1. The state encourages the manufacturers to be environmentally friendly in their product development and manufacturing processes.

E. Minimum Specifications of Product to be Included in the Bid (This list is not inclusive of all the products the state and it's political subdivisions intend to purchase. Instead this list is for bidding comparison purposes only.) The product you bid in the dilution ratio you state must meet the following minimum requirements.

1. Glass cleaner
Ammonia and Alcohol based
2. Acid Bowl Gleaner
Phosphoric acid
3. General Purpose Cleaner (Please bid on 1 of each)
 - a. Non Butyl neutral cleaner
 - b. Cleaner safe for food surfaces, USDA-A1
4. Heavy Duty Degreaser (Please bid on 1 of each)
 - a. Non Butyl
 - b. Butyl
5. Disinfectant / Germicidal General
Quat - Must kill 95% of all germs including staphylococcus, ecoli, and HIV-1
6. Disinfectant / Germicidal Heavy Duty
Phenolic - Must kill 100% of all germs including TB
7. Hydrogen Peroxide cleaner
To be used on porcelain

F. Product Testing

The state may test product submitted for bid prior to awarding any contract. The state does not intend to test the products that it currently has as a state cooperative contract. The reason for this is that this product has already been tested by the state or political subdivisions. If you intend to submit pricing on any of those products, you may not be asked to submit any product for testing.

Other products bid that are not currently used in any state cooperative contract, the following will be required:

1. If the product you are submitting for bid is not under contract but is currently being used by a state agency or political subdivision, **you will be required to provide the name of the agency or political subdivision along with contact name.** This product may also not need to be tested prior to awarding any contract.

2. If the product you are submitting for bid is not being used by any state agency or political subdivision, your product will need to be tested prior to awarding any contract. If notified of this situation, you will be required to go thru product testing prior to any award.

Please do not submit any product samples with your bid. If you are low bidder you will be contacted by state purchasing on whether or not you are to submit a sample at that time.

ATTACHMENT A
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Sample Reports

Summary Report

From	To	Customer	Purchase Total
<i>Sample Data follows</i>			
07/01/04	09/30/04	Weber State University	\$12,331.00
07/01/04	09/30/04	State of Utah Purchasing	\$6,571.00
07/01/04	09/30/04	National Guard	\$4,329.00
07/01/04	09/30/04	Mosquito Abatement District - Salt Lake City	\$767.00
07/01/04	09/30/04	Ogden City	\$2,134.00
07/01/04	09/30/04	Utah County	\$48,776.00
07/01/04	09/30/04	Utah Transit Authority	\$62,374.00
07/01/04	09/30/04	Carbon County	\$1,325.00
07/01/04	09/30/04	Davis County School District	\$47,212.00
07/01/04	09/30/04	Water Conservancy District - Jordan Valley	\$357.00
07/01/04	09/30/04	State of Utah Human Services	\$6,257.00
07/01/04	09/30/04	Southern Utah University	\$1,341.00

Line Item Report

From	To	Product #	Item Description	Unit	Unit Price	Qty.	Line Total
<i>Sample data follows</i>							
07/01/04	09/30/04		Light bulbs, 45 watt	Box/4	\$1.25	17	\$21.25
07/01/04	09/30/04		White paint, 5 gallon	Each	\$17.21	5	\$86.05
07/01/04	09/30/04		3/4" paint brush	Case/24	\$5.24	7	\$36.68
07/01/04	09/30/04		Light bulbs, 100 watt	Case/12	\$3.16	24	\$75.84
07/01/04	09/30/04		Bright white copy paper	Ream	\$4.15	15	\$62.25
07/01/04	09/30/04		Bright white copy paper	Carton	\$22.76	30	\$682.80
07/01/04	09/30/04		3/4" paint brush	Each	\$0.00	0	\$0.00
07/01/04	09/30/04		White paint, 1 gallon	Each	\$7.13	9	\$64.17

ATTACHMENT B
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Distribution

This section to be completed by the Manufacturer

Attach separate sheet if you need more spaces

Distributor Name _____
Dist. Address _____
Phone Number _____ Fax _____ Contact _____
Payment Terms _____ Website _____ Email _____
Delivery Terms _____

Distributor Name _____
Dist. Address _____
Phone Number _____ Fax _____ Contact _____
Payment Terms _____ Website _____ Email _____
Delivery Terms _____

Distributor Name _____
Dist. Address _____
Phone Number _____ Fax _____ Contact _____
Payment Terms _____ Website _____ Email _____
Delivery Terms _____

Distributor Name _____
Dist. Address _____
Phone Number _____ Fax _____ Contact _____
Payment Terms _____ Website _____ Email _____
Delivery Terms _____

This section must be completed by Bidder (Manufacturer or Distributor)

Area of Distribution:

Will deliver statewide _____

List specific counties or towns or regions that you cannot deliver

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Online catalog available? _____ Currently developing online catalog? _____

Online ordering available? _____ Currently developing online ordering? _____

ATTACHMENT C (PRE-PORTIONED PACK SYSTEM)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Neutral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.113/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT C (READY TO DISPENSE)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Netral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.1 13/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT C (BASE CHEMICALCOMPUBLEND TYPE)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Netral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.113/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT C (CHEMICAL PORTION CONTROL SYSTEM)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Netral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.113/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT C (STANDARD MIX AND MEASURE)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Netral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.113/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT C (READY TO USE)
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Quote Sheets

Chemical Costs- also enclose manufacturer catalog and published list price with your bid

List percentage off manufacturer's list price: _____ %

Does the Product/Dispensing System meet all specifications? _____ If not, list _____

Delivery terms if different than in specifications. _____

Product Description	Product Name	Green Seal Certified	Shelf Life in Concentrated Form	Container Size	Unit Price	Dilution Ratio	Cost per Useable Gallon	Cost per Useable Oz.
Glass Cleaner (Ammonia and Alcohol Base)								
Acid Bowl Cleaner (Phosphoric acid)								
General Purpose Cleaner (Non Butyl Netral Cleaner)								
General Purpose Cleaner (Safe for Food Surfaces USDA-A1)								
Degreaser Heavy Duty, (Non Butyl)								
Degreaser Heavy Duty, (Butyl)								
Disinfectant / germicidal (General kills 95% germs including Staph, Ecoli, HIV-1)								

Disinfectant / germicidal (Heavy Duty Kills 100% germs including TB)								
Hydrogen Peroxide Cleaner (used on Porcelain)								
Example				4/1 Gal	\$20.45	1:20	\$20.45/4 gal=\$5.1 13/20 ratio =.256	.256/128oz =.0020

Price Escalation Clause

If you wish to propose an optional commodity code as stated in the Price Escalation Clause in section II number 3, please do so here. Please remember that listing an optional commodity code or price escalation source does not necessarily mean the state will accept that option. The state will make final determination prior to awarding any contracts.

Alternate Index _____

Commodity Code _____

Index Description _____

Determination of Product Testing

Is the product you are submitting for bid currently on a Utah State Cooperative contract? _____ Contract # _____

If not is the product you are submitting for bid used by any state agency or political subdivision in the state of Utah? _____

If so list where along with contact name and phone number _____

ATTACHMENT D
Janitorial Cleaning Chemical Products / Portion Control Systems
Bid FV6917
Training

Please provide information in regards to your training process as it would pertain to this contract.

Copy this attachment and use for each Attachment C you are submitting.

1. WHO will do the training, the distributor or the manufacturer or both?

2. What are the qualifications of the trainer or trainers?

3. Is there a specific training process already in place and if so what is that process?

4. Do you have a written training program? (If so please provide a copy with your bid response)

5. How many hours is your training program?

6. Is your training available to every end user and if so how is it available?